

Bettendorf

AFSCME Council 61 (Mixed)

7/1/2006 6/30/2010

AGREEMENT

Between

THE CITY OF BETTENDORF, IOWA

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 61

CITY GENERAL UNIT

July 1, 2006

to

June 30, 2010

AGREEMENT

This Agreement is entered into by and between the City of Bettendorf, Iowa (hereinafter called the "City" or "Employer") and AFSCME/Iowa Council 61, representing the City of Bettendorf Employees certified in PERB Case #3845 (excluding Library) (hereinafter referred to as the "Union"), and applies only to said parties.

ARTICLE 1
Classifications

Section 1 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time employees classified as:

Public Works

Inspector
Engineering Technician
Survey Chief
Lead Equipment Operator
Heavy Equipment Operator
Light Equipment Operator
Sanitation Worker
Sign Technician
Recycling Coordinator
Operations Coordinator
Mass Transit Driver
Substitute Mass Transit Driver
Lead Mechanic
Laborer
Parts/Inventory Control Clerk
Mechanic
Secretary
Surveyor
Draftsperson
Custodian
Building Maintenance Worker

Community Development

Plumbing & Heating Inspector
City Electrician
Building Inspector
Community Development Secretary
Code Enforcement Official
Electrician
Custodian
Grants Administrator
Building Permit Technician

Finance

Account Clerk
Network Systems Technician

Administration

Public Information Officer

Park & Recreation Department

Secretary (Life Fitness Center)
Secretary (Business Office Div)
Clerk (Life Fitness Center)
Account Clerk (Recreation)
Foreman
Lead Clerk (Life Fitness Center)
Recreation Program Coordinator
Equipment Operator

Police Department

Data Entry Clerk
Social Worker
Secretary
Community Service Officer
Senior Records Clerk

In the event the city authorizes the filling of the classifications Sanitation Laborer or Lead Maintenance Worker, such employees shall be deemed a part of the unit as defined herein, and shall be subject to the rights and privileges of the contract herein.

but excluding:

Public Works

Director of Public Works
Manager, Operations
Manager, Street & Sewer
Manager, Transit
City Engineer
Civil Engineer
Public Works Engineer
Public Works Construction Supervisor
Administrative Secretary
Public Works Coordinator
Maintenance Manager

Park & Recreation Department

Director, Parks & Rec.
Manager, Recreation
Manager, Golf Course
Manager, Parks
Secretary to Director
Gymnastics Directors
Softball Instructors
Aerobic Instructors
Gymnastic Instructors
Manager, Business Office Building
Life Fitness Center Leaders(Less than 20 hours per week)
Babysitter
Pool Clerk
Camp Lagoon Supervisor
Volleyball Instructors

Community Development

Director, Community Dev.
Executive Secretary
Building Maint. Supervisor
Chief Building Official
Assistant Planners
Senior Planner

Finance

Director, Finance
Manager of Accounting
Information Systems Coord.
Manager of Info Services

Police

All Employees Except
as Included

Fire

All Employees

Lincoln Center

All Employees

Children's Museum

All Employees

And all employees excluded by Section 20.4 of the Public Employees Relation Act.

Section 2 New Classifications

The Employer will provide the Union with copies of job descriptions for existing bargaining unit job classifications. If the Employer establishes new bargaining unit job classifications, the Union will be given the job descriptions for such classifications and the opportunity to negotiate their wage rates. In the event the parties cannot agree upon the wage rate or 60 days after the submission of the proposal by the City, whichever first occurs, the Union may elect to pursue the issue to arbitration. Selection of the Arbitrator shall be as outlined in Step 4 of the grievance procedure.

Section 3 Temporary Employees

Temporary employees are hired for a specific period of time, to accomplish particular projects or implement special programs or to fill positions of permanent employees assigned to those special projects. After four (4) consecutive months of service, temporary employees will be regarded as regular employees covered by this Agreement, provided however, such employees will not become permanent if civil service laws or regulations require otherwise. Students who are hired into student positions will remain in those positions until they promote or transfer into a regular position covered by this Agreement. This section shall not apply to Park & Recreation Department employees. Human Resource Director will notify the union president, in writing, of the starting and ending dates of all temporary employees

Section 4 Job Classification Review

Employees who wish to have their job duties reviewed under the Stewart Jennings report during the course of the contract year in order to ensure proper classification placement shall initiate the process by written report to their immediate supervisor. The report shall list what duties the employee is performing that cause the employee to feel classification adjustment is appropriate and, if able, shall list those specific Stewart Jennings factors to be reviewed. The Human Resources Director shall investigate the request, meet with the Employee and Union Steward if requested by the Employee, and subject to unusual numbers of requests or scheduling conflicts, within fifteen (15) working days provide a report to the Employee and Union President. In the event a different point total is determined, the position's Stewart Jennings' point total shall be adjusted and the duties on the job description shall be modified, if warranted. In the event that the modified point total results in a different pay grade, the job description and/or classification of the Employee shall be changed, and the Employee shall receive the rate of pay in that classification as determined by his/her city seniority or his/her pre-adjustment rate, whichever is higher. Alternatively the Employer may remove the duties which cause a higher point total. If duties are removed, the Employee shall be notified in writing of the specific duties so removed. Results of the Employer's review are subject to the grievance procedure; however in the event an Arbitrator overturns the Employer's decision, the Employer may still elect to remove the duties of the higher classification. An Employee may only file one reclassification report every twelve (12) months on the same subject matter. The Employer may also initiate such a request. An employee may only file one reclassification report per contract.

In the event the Employer schedules the meeting or meetings contemplated by this Section during the normal work hours, the Employee and the Union Steward shall be in pay status. All meetings at other times shall be without pay.

Notwithstanding the prior two paragraphs, clerks (LFC), working less than 20 hours per week and in pay levels 1, 2, 3, or 4 shall not be subject to a review based on the Stewart Jennings report, but may have the job reviewed pursuant the supplement to said report provided to the Union in November, 1995, except that the employee requesting such review shall be entitled to the same right of arbitration and employer removal of duty or duties as are described in the paragraph above.

Section 5 Minor Modifications to Job Descriptions

When the City believes a job description needs a minor change, it shall send the original job description and the amended job description to the AFSCME Local 3589 President and copy to Council 61 representative. The union shall have five (5) working days to review the changes and make comments. If nothing is heard within that time frame, the City will proceed to use the amended job description. The union will continue to have the right to bargain over any proposed changes to job descriptions.

ARTICLE 2 General Provisions

Section 1 Non-Discrimination

The parties agree that their respective policies, procedures and operating rules will not violate the rights or discriminate against employees covered by this Agreement because of age, sex, race, creed, disability, other criteria not related to job performance, and any other protected rights provided for by federal and state law. The parties agree not to interfere with the right of employees to choose or not to choose membership in the Union.

Prior to taking action under this paragraph the employer shall consult with the union for any proposal the union might make which accommodates the employee and is less intrusive on the contractual rights of the parties than the city's proposal. If an alternative accommodation is not proposed the city may take all actions necessary to insure that the above will be met, and the accommodations provisions of the Americans With Disabilities Act of 1990 may be met.

Section 2 Union Visitation

Authorized representative of the Union may visit the Employer's premises for purposes of grievance processing, administration of this Agreement, or Union business, provided such activities must be conducted on employees' non-working time.

Section 3 Labor-Management Meetings

Representatives of the union (a maximum of four (4) Employees) and the Employer shall meet at least four (4) times annually, at mutually agreeable times, the purpose being to provide a forum for open communications between the parties. Agenda items shall be exchanged at least one (1) week in advance of the meeting. Employees shall be paid their regular straight time hourly rates of pay while attending such meetings, if conducted during their working time.

Section 4 Bulletin Boards

The Union shall be permitted to post Union notices of meetings, elections and other Union business on bulletin boards at each facility, to be designated by the Employer. The Union shall send a copy to the Personnel Department, through the City mail, at the time of posting, or, when posting a notice on the bulletin board at City Hall, shall leave a copy at the Clerk's Office for the Personnel Assistant.

Section 5 Rules and Regulations

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule, except in emergencies. City employees shall each be provided with a copy of personnel policies, work rules and the collective bargaining agreement, and revisions thereof.

Section 6 Subcontracting

Prior to contracting out any work currently performed by employees covered by this Agreement, the City shall investigate whether such work can be economically and efficiently be performed by such employees. Affected employees shall be given at least thirty (30) days prior notice of subcontracting, except in cases of emergencies.

Section 7 Consultants Committee

In the event the employer employs a consultant to study and make recommendations on mandatory bargaining subjects, the union will be given a copy of any such recommendations and will be given the opportunity to negotiate on any such subjects prior to implementation.

Section 8 Commercial/Driver's License

If an employee is required to possess a Commercial Driver's License in order to perform work for the city, the employer shall reimburse the employee for the cost of such license beyond the cost of a driver's license.

When an employee is required to have either a driver's license or a Commercial Driver's License as an essential function of the job, the employee shall present the license to the Department Head upon request, and shall notify the Department Head of any circumstances which places the license at risk of suspension or revocation.

If the loss of the CDL or driver's license is related to a disability covered under the American's With Disabilities Act (ADA), the employer shall make reasonable efforts to accommodate the employee by placing the employee in a light duty position at no loss of pay for no longer than two months. The employee shall thereafter be allowed to use accrued leave (vacation/comp time) and thereafter be placed on unpaid leave for a period not to exceed four (4) months. If at the end of that time, the employee does not have a CDL or driver's license, the employer will give the employee preference in any position open or coming open within the next year for which the employee qualifies and the employee shall receive the pay appropriate with that position's grade.

If the loss of the CDL or driver's license is not related to an ADA disability, the employer shall place the employee in a light duty position, if available, for up to three months. Thereafter, the employee shall qualify for three (3) months unpaid leave. In the event light duty is not available, the employee shall be allowed to use any accrued vacation or compensatory time and shall thereafter be placed on an unpaid leave not to exceed six (6) months. An employee may use their accommodation under this paragraph only one time.

Section 9 Performance Evaluations

For members of this bargaining unit, evaluations shall be conducted annually within 30 days of the anniversary date of hire and shall be utilized to rate performance and not to determine wages or disciplinary action. However, employees who have reached the top of their salary range will be eligible for a lump sum performance bonus amount as outlined in Article 9, Section 5.

The evaluation may be grieved, but shall not be subject to arbitration.

Evaluations shall be considered information personal to the individual and shall be kept in the employee's confidential personnel records along with any remedial documentation. Evaluations may be made available on an "as needed" basis to the employee's supervisors and to the Personnel Department.

Evaluations shall be conducted using forms submitted and agreed to between the parties. City management personnel shall have the right to evaluate employees on these forms. These forms may be modified by agreement of the parties.

Bargaining unit members may be required to provide input to city management personnel on performance evaluations, but shall not be required to fill out performance evaluations or be responsible therefore.

Section 10 Employee Development

To encourage employee development the City will provide employees the opportunity to attend conferences, seminars, and training classes. However, nothing in this proposal shall be deemed to guarantee any one employee any particular class or training.

- A. When such training is mandatory, that is, either in service, or required by the Department Head, the employee shall be on duty and paid either regular pay if such training or travel occurs during the normal work shift, or overtime if the training or travel does not occur during the normal work shift. This section shall apply to the updating or re-certification of current certifications.
- B. All other training shall be voluntary, to wit, either the employee asks to go or the employee is free to refuse to go. For voluntary training, the employee shall continue to receive the employee's regular pay, with no additional compensation for attendance beyond regular work shift or for travel, but paid time off prior to/after such training shall be allowed for necessary preparation or traveling. All available training shall be posted. The Department Head or his designee shall identify any prerequisites, restrictions, and travel arrangements.
- C. When an employee travels pursuant this section, the City shall have the right to specify the mode of travel.
- D. No travel time will be paid for training which is held within Scott or Rock Island Counties.

- E. To the extent possible, all costs (registration, books, travel, lodging, meals, etc.) shall be advanced. The Employee shall be required to adhere to the City travel policy on receipts to verify expenses incurred.

Section 11 Personal Property Replacement

Any personal item worn or used on the job by an employee covered by this Agreement, which is damaged or destroyed in the performance of required duties, shall be repaired or replaced at its replacement cost up to a maximum of seventy five (\$75) per contract year. The Supervisor must be notified the day of the occurrence.

A report must be completed and forwarded to the Employee's Supervisor by the end of the next day's work shift stating what item(s) was/were damaged and the circumstances causing the damage. If not so reported, the Employer has no obligation to pay under this clause.

Section 12 Letters of Counseling

In order to assist in employee development, the City may issue Letters of Counseling. The City shall agree to meet with affected employees prior to issuance in order to investigate the circumstances. Upon issuance, the union shall be provided a copy of the letter. Letters of counseling shall not be considered discipline, and shall not be subject to the grievance procedure.

The Letter of Counseling shall be placed in the employee's personnel file.

ARTICLE 3 Management Rights

The Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to: direct the work of it's employees; hire, promote, demote, transfer, assign, and retain employees in positions within the City; suspend or discharge employees for proper cause; maintain the efficiency of operations; relieve employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; initiate, prepare, certify, and administer its budget; and exercise all powers and duties granted to the Employer by law.

Those inherent managerial functions, prerogatives and policy-making rights which the City has not modified or restricted by a provision of this Agreement are not subject to the grievance procedure contained herein.

ARTICLE 4
No Strike-No Lockout

Neither the Union nor any of the employees covered by this Agreement will instigate, promote, sponsor, engage in, participate in or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other interruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate this Article may be discharged or otherwise disciplined by the Employer. In addition, the Employer agrees that it will not participate directly or indirectly in a lock-out against the Union. In no event shall the Employer assign or transfer unit employees to a private sector employer to perform non-emergency functions during a labor dispute on such employer's premises.

ARTICLE 5 Negotiations

When contract bargaining sessions between the parties are scheduled to take place during normal working hours, employees who are members of the Union's bargaining team (up to four (4) members) shall be given such time off without loss of pay to attend such sessions. The time off granted for bargaining sessions shall not be considered as hours worked for overtime eligibility. The Union shall advise the Employer as far in advance as practical of the names of the bargaining representatives.

In the event negotiations between the parties take place at night, bargaining unit employees serving as negotiations committee members physically present throughout the negotiations on that evening shall be granted an eight (8) hour recuperation period, commencing at the end of that evening's negotiations, during which time the employee shall not be required to work overtime or to report for work. In the event the recuperation time extends into the normal hours of work for the employee, the employee shall be granted paid leave status.

ARTICLE 6 Dues Deductions

Section 1 Deductions

The Employer agrees to deduct the regular Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. Employees may revoke such authorizations upon thirty (30) days notice to the City. Forms for payroll deductions shall be supplied by the Union and the Local's Treasurer shall certify the amounts to be deducted in writing. The aggregate deductions of all employees, together with an itemized statement, shall be submitted to the office designated by the Union by the Employer no later than fourteen (14) working days from the time such deductions were made. The Union agrees to give the Employer thirty (30) days notice of any change in the amount of dues.

Section 2 Indemnification

The Union shall indemnify, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in compliance with this Article. The Union shall promptly refund to the Employer any funds received in accordance with this Article which are in excess of the amount of the appropriate deductions which the Employer has agreed to deduct.

ARTICLE 7
Grievance and Arbitration Procedures

Section 1 Grievances

A grievance is any dispute or disagreement between the parties as to the application, meaning or interpretation of specific provisions of this Agreement. Some items which may be grievable could also be appealed to the Civil Service Commission, depending on the subject matter of the grievance and the status of the employee. Employees may inquire about this process through the City Personnel Office.

Step 1: An employee who has a grievance, or the Union, shall submit it in writing to the employee's immediate supervisor. The grievance shall be filed within ten (10) working days of the occurrence of the event giving rise to the alleged contract violation or within ten (10) working days after the employee concerned or the Union should have been aware of the occurrence. The grievance shall set forth the facts on which it is based, the provision(s) of this Agreement allegedly violated, and the relief requested.

Step 2: If the grievance is not resolved by a response to the employee, or Union, it shall be submitted in writing, and shall be signed by the employee or the Union Steward, to the Department Head within five (5) working days following the response of the employee's supervisor. The Department Head shall respond to the Union Steward in writing within five (5) working days.

Step 3: If the grievance still remains unresolved, it shall be presented by the Union Steward to the City Administrator in writing within five (5) working days after the response of the Department Head. The grievance shall be discussed at a mutually agreeable time, but in any event, no later than ten (10) working days following the submission of the grievance to the Administrator. The administrator shall respond in writing to the Union Steward and Staff Representative within ten (10) working days following the meeting.

Step 4: If the grievance is still unresolved, either party may, within thirty (30) working days after the reply of the Personnel Director, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator. The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to alternately strike two (2) names from the panel. The order of striking will be determined by the toss of a coin. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. In order to be considered timely, grievances which are appealed to arbitration must be scheduled for hearing no later than 365 days from the date the grievance was appealed to arbitration.

Section 2 Authority of Arbitrator

The arbitrator shall have no right to amend or modify the provisions of this Agreement. He shall consider and decide only the specific issues submitted to him in writing by the Employer and the Union, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit, in writing, his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator rendered in accordance with this Agreement shall be final and binding.

Section 3 Expenses of Arbitration

The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union. The cost of a written transcript shall be paid for by the party requesting such transcript. Grievant witnesses and Union Representatives shall be in pay status for time spent in arbitration proceedings during regularly scheduled work hours.

Section 4 Mutual Covenants

The rights of individuals set forth in this grievance procedure are agreed upon in consideration that a decision rendered under and in accordance with this Agreement shall be final and that there shall be no refusal to perform any specific duty pending the handling of a grievance, except when the health and personal safety of an employee may be in jeopardy.

Section 5 Grievance Investigation, Discussion and Attendance

All grievance discussions and investigations that take place during working hours will be done in a manner which will not unduly interfere with the operations of the City. When a meeting is scheduled between the Employer and the Union to discuss a grievance at one of the steps of the grievance procedure during normal working hours the grievant and Union steward shall be released from duty with pay to attend the meeting. Council 61 Union Representatives may attend any step of the grievance procedure.

Section 6 Time Limits

The term "working days" as used in this Article shall mean the days Monday through Friday, inclusive, and excludes Saturdays, Sundays and holidays when City Hall is closed. No grievance shall be entertained or processed unless it is initially submitted within the time limits set forth in Section 1 of this Article. If the Union or grievant fails to comply with a time limit set forth in the grievance procedure, the grievance will end. If the Employer does not answer a grievance or the appeal thereof within the specified time limit, the Union may treat the grievance as denied and elect to appeal the grievance to the next step, within the specified time for that step. The time limit on each step may be extended by mutual agreement of the Employer and the Union representative involved in each step, provided such mutual agreement is contained in writing. More than one (1) grievance may be heard by the same arbitrator only by mutual written agreement of the parties.

Section 7 Waiver

The parties recognize that civil service employees covered by this Agreement may appeal certain actions of the Employer to the Bettendorf Civil Service Commission. If a grievance involves a matter over which the Commission has jurisdiction, the grievance shall be filed pursuant to Section 1, Step 2 of this Article. Following the Department Head's answer, the employee must elect to process an appeal to the Commission, or continue to process the grievance under the procedures of this Article 7, and the employee shall not be allowed to utilize both procedures. Likewise, if an employee pursues a grievance via ADA grievance procedure, that should be the sole mechanism for processing the grievance.

ARTICLE 8 Hours of Work

Section 1 Intent

This Article is intended to define the normal hours of work per day and per week.

Section 2 Normal Work Week

The normal work week for employees covered by this Agreement shall be as determined by supervision.

Section 3 Schedule Changes in Normal Workday, Work Week and Shifts

When it is determined by the Employer, for valid operational reasons, work schedules, including shifts, workweeks, and workdays, may be changed. In other than emergency situations, revised schedules shall be posted on department bulletin boards at least two (2) weeks in advance of the commencement of the new schedules. The City may add hours to an employee's schedule with less than fourteen (14) day's notice.

Section 4 Rest Periods

Employees who work four (4) consecutive hours shall be allowed a fifteen (15) minute rest period within each four (4) hour work period. Employees who work eight (8) hours per day for the City shall be allowed two fifteen (15) minute breaks as close as is reasonably possible to the middle of each one-half shift. These provisions shall not apply to mass transit driver and substitute mass transit driver. In the transit division, when work load allows, a break may be taken by the operations coordinators, but no such break shall be taken between 6:00 a.m. and 7:00 a.m., or after 3:30 p.m. Employees may use this break as they see fit, but the time of break includes travel time. Employees are encouraged to take refreshments to the work site so travel during break is not necessary.

Section 5 Meal Periods

Employees who regularly work in excess of six hours per day, except Mass Transit Drivers, will be provided an unpaid meal period of at least one-half (1/2) hour, to be scheduled with the approval of the supervisor. Employees who received paid lunch periods prior to January 1, 1990 shall continue to receive the same length paid meal periods. Employees who are at work sites other than City facilities or who are in City vehicles during lunch periods shall be allowed to leave the work site to secure lunch, and shall be allowed to use City vehicles to do so if said vehicles are at the work site and their personal vehicle is unavailable to them. The one-half hour unpaid lunch period for such employees includes travel time. Street and Sanitation Department employees who begin work before 3:30 a.m. or work overtime past 7:00 p.m. shall receive a paid one-half hour breakfast or dinner break.

Section 6 Clean-Up Time

Lead Equipment Operators, Heavy Equipment Operators, Light Equipment Operators, Sanitation Workers, Sign Technicians, Lead Mechanic, Parts Inventory Control Clerk, Mechanics, Mechanics Helpers, Lead Maintenance Workers, Sanitation Laborers, Sanitation Workers, Maintenance Foreman, Foreman, and custodians shall be granted a ten minute personal clean-up period, which may be expanded to fifteen minutes when necessary, prior to the end of their work shift provided workload allows.

Section 7 Flexible Scheduling

Where practicable, as determined by the City, with consent of the employee, variations in the normal work schedule may be implemented to facilitate the needs of a particular work unit. Such scheduling shall not result in inconvenience to the public, loss of operational efficiency or increased overtime expenditures, and shall require approval of the Department Head.

ARTICLE 9

Pay

Section 1 Payday

Employees shall be paid no later than 2:00 p.m. on alternate Fridays.

Section 2 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 3 Wage Rates

Full time and part time employees except clerks (Life Fitness Center) shall be paid according to the pay grade held and the number of years of service with the employer, as shown on Exhibit A attached hereto. Clerks (Life Fitness Center), working less than 20 hours per week shall be paid according to the pay grade held and the number of years of service with the employer as shown on Exhibit B attached hereto. Clerks (Life Fitness Center), routinely scheduled to work 20 hours or more per week shall be paid at pay grade 110 and at the number of years of service with the employer, as shown on Exhibit A attached hereto.

In the event a current employee receives a wage in excess of that called for in these charts, each July 1 of this contract, the employee shall receive a minimum of 2.5% in fiscal year 03/04, 3.0% in 04/05, 3.5% in 05/06, increase in wages, with the exception of those employees given an ADA accommodation which provides otherwise.

Clerks (Life Fitness Center), working less than 20 hours per week shall receive their step increases not on anniversary dates of employment, but on each May 1 of successive years of employment. For wage and benefit determination purposes, years of service for part time employees in the 1-4 pay grades shall count as years of service in the 110-118 pay grades, and vice versa.

Position	Grade
Building Permit Technician	115
Account Clerk	115
Account Clerk – Recreation	113
Building Inspector	115
City Electrician	117
Clerk (Life Fitness Center)	100
Code Enforcement Official	115
Community Service Officer	112
Custodian	110
Data Entry Clerk	110
Draftsperson	114
Electrician	115
Engineering Technician	118
Equipment Operator	112
Foreman	116
Grants Administrator	114
Heavy Equipment Operator	113
Inspector	115
Laborer	110
Lead Clerk (Life Fitness Center)	110
Lead Equipment Operator	115
Lead Maintenance Worker	113
Lead Mechanic	117
Light Equipment Operator	112
Maintenance Worker	112
Mass Transit Driver	111
Mechanic	115
Network Systems Technician	115
Operations Coordinator	112
Parts/Inventory Control Clerk	113
Plumbing & Heating Inspector	115
Public Information Officer	116
Recreation Program Coordinator	114
Recycling Coordinator	116
Sanitation Laborer (if filled)	111
Sanitation Worker	112
Secretary	111
Senior Records Clerk	113
Sign Technician	114
Social Worker	116
Substitute Mass Transit Driver	111
Survey Chief	116
Surveyor	112
Senior Records Clerk	112
Community Development Secretary	112

Section 4 Out-of-Class Pay

In the event an employee is performing the majority of the duties of a higher classification, in excess of two (2) working days, the employee will be paid the wages of the higher classification or their current wage, whichever is greater, beginning with the third consecutive day worked in such classification. Upon working the third day, the employee will receive the higher compensation retroactive to the first day. If the employee works two (2) consecutive days or less, the employee shall not be eligible for out-of-class pay.

Section 5 Annual Performance Bonus Award

Upon reaching the top of their salary range, bargaining unit members will be eligible for a lump sum performance bonus amount as outlined in the following table:
AFSCME Annual Bonus Award

Available annually to qualified employees who have reached the top of their salary range and have demonstrated exceptional job performance during their review period.

Total Score	Percentage of Bonus
4.51 – 5.00	4.75%
4.00 – 4.50	3.50%

Section 6 Mileage Reimbursement

If employees are directed to drive their personal vehicles in the performance of work for the City, they shall be reimbursed for their expenses in accordance with the Iowa Code. Employees shall use city vehicles for city related business when available.

Section 7 Direct Deposit

The City shall implement direct deposit for payroll checks to any financial institution within Iowa.

Section 8 Uniforms and Safety Shoes

If the city requires employees to wear uniforms, it shall provide such uniforms and provide repair at no cost to the employee. Garage employees are the only employees who will receive laundering services at no cost to the employee. For those employees required to wear safety shoes, the City shall provide a shoe allowance each July 1st in the amount of \$100 (one hundred dollars). The Finance Department shall issue a separate check for this allowance. These shoes must be City or OSHA certified for the specific job performed by the employee.

The City shall provide three (3) City sweatshirts to employees, and they shall be replaced at no cost to the employee upon proof of wear.

The City shall provide (5) five short sleeve shirts, and they shall be replaced at no cost to the employee upon proof of wear. Employees may purchase additional shirts at the city's acquisition cost. There will be a choice of two different shirts, one with a collar and one without, and they will consist of a minimum of 50% cotton bearing a City emblem and department name.

Employees working in the street will be required to wear an orange shirt; all other employees will wear gray. The non-collared shirt selected shall have a breast pocket. The shirt provided shall not be considered a uniform. Employees shall be allowed to wear these shirts during non-working hours and shall not be required to wear them while working during non regularly scheduled hours.

The following job classifications may wear short sleeve shirts, and may wear shorts. The type of shorts will be subject to department head approval. When safety and/or health of the employee requires it, the employee shall wear protective clothing in addition to the short sleeve shirt. The shirts provided shall not be considered a uniform for purposes of the prior paragraph.

Classifications

Public Works	Parks & Recreation	Community Development
Inspectors	Equipment Operators	Electricians
Survey Chief	Foreman	Plumbing Inspector
Light Equipment Operators	Recreation Program Coordinators	Building Inspector
Heavy Equipment Operators		City Electrician
Lead Equipment Operators		Code Enforcement Official
Sanitation Worker		
Sign Technician		
Laborer		

The following applies to transit system operators.

The initial city purchase includes the following items for regular transit drivers:

- Three (3) pairs of trousers/slacks
- Five (5) long sleeved shirts with emblem
- Five (5) short sleeved shirts with emblem
- One (1) zip up the front sweater
- One (1) necktie
- One (1) name badge
- One (1) jacket

For substitute drivers:

Two (2) pairs of trousers/slacks

Two (2) long sleeved shirts with emblem

Two (2) short sleeved shirts with emblem

One (1) zip up the front sweater

One (1) necktie

One (1) name badge

One (1) jacket

The transit drivers are required to wear the uniform while driving the city transit vehicles.

Women employees may substitute a split skirt for a pair of slacks, if they so choose.

Items of clothing will be replaced upon normal wear. The drivers will select one individual as their quartermaster representative to make determinations and recommendations as to serviceability of the item.

Each replacement purchase shall be approved or disapproved by the transit manager at the time the employee makes a request, and if approved, the manager will issue a voucher to be taken to the uniform vendor.

On resignation or termination, the employee must return all uniform articles to the transit manager.

The City shall provide to each employee in the Street and Sanitation Division, the Municipal Garage, and those Park Department employees regularly required to work outside, a set of rain gear consisting of pants, jacket (with hood) and four buckle boots or equivalent. The items shall be of good and sufficient quality to perform under repeated use as rain gear, and shall be replaced by the City upon proof of wear, and shall be stored in the employees locker, or at the employees normal check in location. All rain gear shall remain the property of the City.

The community service officer shall receive uniforms per the quartermaster plan of the police department which was in existence prior to this classification being included in the AFSCME bargaining unit.

In the event additional classifications are added to the unit during this contract, the union and city shall negotiate whether this article shall apply.

Section 9 Tool Allowance

The City shall provide to all full time bargaining unit employees of the city garage a tool allowance each July 1st in the amount of (\$275) two hundred seventy five dollars. The finance department shall issue a separate check for this allowance.

Section 10 Deferred Compensation Contributions

The City shall contribute bi-weekly to an individual's 457 deferred compensation plan or a Section 125 plan an amount equal to one (1) percent of an individual's base wage for that bi-weekly period. The employee shall notify the City annually as to the employee's distribution preference. If the employee fails to notify the City, the distribution preference from the prior year shall remain. The City's contribution shall cease if the individual is no longer employed by the City. An employee may, at his/her option, elect to contribute up to the maximum allowed by law, into the individual's 457 deferred compensation plan. Additionally, an employee may, at his/her option, elect to directly contribute all or part of his/her annual sick leave buy back payment into the individual's 457 deferred compensation program; said contribution shall be administered by the City in order to avoid forfeiting the tax deferred status of the contribution. The contribution shall be made to one qualified provider selected by the individual.

Effective 7/01/06, the City shall contribute biweekly a match of the employee's biweekly contribution to his or her 457 deferred compensation plan dollar for dollar, except that the match shall not exceed 1% of the employee's base salary for the week. This match shall be in addition to any other deferred compensation paid by the City as required elsewhere in this contract.

Section 11 Retirement Savings Plan

The City shall make available to employees a Retirement Health Savings Plan into which employees can make pre-tax Contributions. The plan shall be funded solely by the employee and there shall be no expectation for employer contribution. Terms and conditions of the Employment Health Savings Plan contract will be that agreed upon by the City of Bettendorf and as recommended by Employee Health Benefits Committee. These terms and conditions shall be agreed upon on or before July 1, 2006.

ARTICLE 10 Overtime

Section 1 Overtime Pay

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours per week or receive compensatory time for such hours as stated in Section 2. Unless otherwise specified by the terms of this Agreement, employees shall be eligible for overtime only on the basis of actual hours worked for the Employer. Vacations, holidays, compensatory time off, paid leaves of absence, sick leave and mandatory training time shall count as hours of work for purposes of computing overtime.

Section 2 Compensatory Time

An employee may elect to receive compensatory time off in lieu of overtime pay. Compensatory time off shall be computed in hours at the applicable overtime rate and shall be scheduled by mutual agreement between the employee and the supervisor. Approval of time off will not be unreasonably withheld. When work is slow, the Employer may request employees use accrued compensatory time off. Comp time must be used in one (1) hour increments, unless otherwise approved by the Department Head.

Employees may not accumulate more than eighty (80) hours of compensatory time per calendar year. Employees will be paid for any unused compensatory time upon layoff exceeding thirty (30) days or at termination. Any comp time held at the end of the calendar year will be paid to the employee on the second paycheck of January, and the employee's bank will be set at zero for the next calendar year.

Section 3 Overtime Distribution

Overtime will be distributed equally within departments to employees within job classifications that normally perform the work involved. Overtime will be offered, within job classifications, to employees with the least number of overtime hours. If the employees normally performing the work either reject the overtime or they cannot be reached, the overtime will be assigned to the least senior qualified employee. Declined overtime hours shall be counted as hours of work. When new employees are hired or when employees return from leaves of absences, they shall be charged with the average number of overtime hours of employees in the appropriate group for overtime distribution purposes. A record of overtime hours worked shall be posted on department bulletin boards on a monthly basis.

Notwithstanding the above, management has the right to continue employees within an ongoing task past the conclusion of a normal workday to complete the task in an expeditious manner, without regard to the current equalization list. Overtime accumulated as a result of this action shall be credited to the affected employees for purposes of overtime equalization.

Section 4 Call-In Pay

Employees called in to work outside their scheduled hours of work shall be paid a minimum of two (2) hours at the appropriate rate of pay.

Section 5 Sewer On-Call Pay

Street and Sanitation employees assigned to on call status to handle sewer call outs and Iowa One call outs shall be paid \$75 for each week of assignments. An on call employee called to work on such days shall receive his/her applicable hourly rate of pay for all hours worked (a minimum of two (2) hours pay) in addition to on call pay. Only employees assigned to carry pagers are considered on call.

However, employees assigned shall be allowed to trade or substitute sewer on call with other employees. The employee initiating the change shall notify the department head for approval, approval not being unreasonably denied.

Section 6 Snow Removal

This system is separate from the overtime distribution system addressed in Section 3, above. With the advent of the snow removal season, beginning on November 15 and ending on March 31 of any year, a separate equalization list will be administered to allow for the call-in and equalization of employees who must perform limited tasks under the general heading of snow operations. Examples include partial call out for less than full shift snow or ice control; vehicle clean-up from previous operations (to be routinely considered a duty of the person who had immediately prior used such vehicle for snow or ice control), or from previous operations and anti-icing applications. These examples are not meant to be all inclusive, but are representative of the types of events envisioned. Overtime accumulated as a result of this action shall be credited to the affected employees for the purpose of overtime equalization for snow operations only.

The City shall retain the snow removal shift assignment system in affect as of July 1, 1995; however, employees assigned shall be allowed to substitute with alternates from any snow shift and employees shall be allowed to trade shifts with other assigned employees. In either case the change shall be voluntary on the part of the employees. The employee initiating the change shall notify the department head for approval, with such approval not being unreasonably denied. The decision of the department head to deny may be grieved pursuant Article 7. In any event, no substitution or trade shall be made which would result in an employee working three or more snow removal shifts in a row.

Snow Removal Stand-by Pay

"Stand-by" shall mean being available for snow/ice removal duties.

The City shall provide a pager to all employees on stand by for snow removal duty. All employees carrying pagers will not be required to leave a phone number where they can be reached for call in. The employee shall keep the pager close enough to hear when the pager is activated. The employee shall keep the pager charged, and replace batteries (to be supplied by the City) as needed. Pagers shall not be used except for City business.

Upon receipt of page, the employee shall call a City established number, leaving a voice mail message that the page has been received. The employee shall report to the Maintenance Center, ready to work, within 30 minutes from the time of the page. Failure to respond to page shall subject the employee to discipline. Prior to issuance of discipline, the employee will be given an opportunity to explain the failure to respond.

Any pager damaged or lost through negligence of the employee shall be replaced or repaired by the employee. In all other cases, repair or replacement shall be by the City. All problems with the proper functioning of a pager shall be reported to the City promptly.

Employees who are required to be on stand-by for the purpose of snow removal will be compensated at a rate of \$60 for each week of stand-by time in FY 03/04, \$70 for each week in FY 04/05, and \$75 for each week beginning in FY 05/06. Stand-by in these circumstances will be assigned in no less than one-week increments. Such employees will be furnished a pager. Stand-by pay will be for those on the primary snow removal list as established by the department head.

The stand-by period for snow removal will begin on November 15 and end on March 31 of each year. During this stand-by period, up to two employees receiving snow removal pay at any one time from Street and Sanitation, Parks and Recreation, and Garage may take vacation in an amount not to exceed 40 hours. No employee shall be required to be on stand-by during his/her approved vacation or during the two days immediately preceding when the employee takes a Monday through Friday as vacation pursuant this section. This section is intended to grant opportunities for winter vacation to employees in departments who had restricted winter vacations as of FY 96/97. It shall not be deemed to put new restrictions on departments which as of FY 96/97 granted opportunities to use vacation during the winter.

During the stand-by period at the discretion of the Director of Public Works or his designee a moratorium on stand-by may be declared. During such time the employees will not be on call nor be expected to report for duty. Generally speaking this will only apply during weekday periods. Employees shall continue to receive the snow removal stand-by pay, even if a moratorium is declared.

The City agrees that no bargaining unit employees except Lead Equipment Operators shall be required to perform the snow removal call out duties.

Section 7 Other On Call Pay

Employees who are required to be on call for the purpose of traffic control, mass transit substitution, or any other on calls not listed elsewhere in this contract, will be compensated at a rate of \$60 per each week of on call pay in FY 03/04, \$70 for each week in FY 04/05, and \$75 for each week beginning in FY 05/06. An employee on call shall report to work, absent abnormal conditions, within 30 minutes after employee acknowledges receipt of a call to report to work. If an employee has a pager, the employee will be considered available for receipt of calls at all times and shall answer page within ten minutes.

ARTICLE 11 Seniority

Section 1 Definition

The seniority of employees covered by this Agreement shall be as follows:

- A. City seniority shall also mean an employee's length of continuous part-time service with the employer, but this service shall not be added to full-time service for purposes of layoff, rehire and lateral transfer, nor shall this section be deemed to vary the existing policy to layoff temporary/seasonal before part-time, and part-time before full-time employees within a classification.
- B. Job Class seniority shall mean that seniority dating from the first day of full-time employment in a job classification. Job Class seniority may or may not coincide with City seniority. In the event an employee has been transferred from one classification to another, seniority shall continue to accrue in any classification(s) that was formerly held.

The Employer shall post complete seniority lists of employees covered by this Agreement quarterly and shall provide a copy of such seniority lists to the Union. Seniority list errors are subject to the grievance procedure.

Section 2 Probationary Period

Each employee shall be considered a probationary employee for the first six (6) months of continuous service, after which his/her seniority shall date back to his/her date of hire. There shall be no seniority for probationary employees, and they may be laid off or discharged, without recourse, at the sole discretion of the Employer. Upon promotion or transfer, employees shall not be required to serve a probationary period, but shall be subject to the trial period addressed in Article 12, Section 2.

Section 3 Layoffs and Recalls

Whenever the public interest may require a reduction of employees in any classification, the Employer may either abolish the job and remove the employee from his/her classification thereunder, or reduce the number of employees in any classification by laying off the necessary number.

In case it thus becomes necessary to so remove any such employees, twenty-one (21) days written notice of the layoff shall be given to the employee and Union. Employees so removed shall be those having seniority of the shortest duration in the classification. Seniority shall be determined as provided in Section 1 for all persons holding seniority in the classification affected, regardless of their seniority in any other classification; but any such employee so removed from any classification shall revert to his/her seniority in the next lower classification. If such seniority is equal, then the employee less efficient and competent, as determined by the Employer, shall be the one affected.

The order of layoff within a classification shall be temporary employees first, probationary employees second, part-time employees third and full-time employees last.

In case of such removal, the Employer shall issue to each person so affected a certificate showing his/her comparative seniority or length of service in each classification from which he/she is so removed. His/her name shall be carried for a period of not less than three years after such removal on a preferred list, and all appointments or promotions made during said period to his/her former duties in such classification shall be made in order of greater seniority from such preferred lists.

In the event of a recall, an employee laid off shall be given notice of recall by a registered letter, return receipt requested, mailed to his/her last known address. The employee must notify the Employer of his/her intention to return to work within five (5) working days after receipt thereof and actually report to work within ten (10) working days after receipt of the notice (unless this latter period is extended by the Employer). In the event the recall notice is returned to the Employer, the employee shall have ten (10) working days from the date of notice of attempted delivery to report to work (unless this latter period is extended by the Employer). No new employees shall be hired until all employees in that classification on lay-off status desiring to return to work have been recalled, except the laid-off employee's right to be recalled is limited to a three (3) year preferred recall list.

Section 4 Termination of Seniority

Seniority and the employment relationship shall be terminated when an employee:

- a. Quits; or
- b. Is discharged for just cause; or
- c. Retires or is retired; or
- d. Is absent without approval of the Employer for three (3) consecutive working days without notifying the Employer, and without adequate or proper cause; or
- e. Is laid off and fails to report to work within the time limits specified in Section 3 above; or
- f. Expiration of recall rights.

ARTICLE 12
Transfers

Section 1 Transfers

- a. A job vacancy of a permanent nature, which the Employer desires to fill, shall be posted on all designated bulletin boards for a period of not less than five (5) working days to provide an opportunity to apply for the opening. The posting shall list the job classification, work location, hours and days of work, pay range, pay grade, route (if applicable) and whether the position is a civil service position.
- b. Employees on vacation or leave of absence shall receive consideration for openings which occur during their absence by advising the Personnel Office prior to their departure of their desires.
- c. Vacancies in Civil Service Positions
 - 1. If there is a need for a short-term or seasonal employee, or in the absence of a certified list of eligibles, or in the case of a vacancy which an existing employee has applied for a lateral transfer to, the City will appoint the applicant with the greatest seniority who meets the minimum requirements for the positions. Lateral transfer shall be defined as movement from one position to another position which is in the same pay grade.
 - 2. In all cases of new hires or promotion (movement from one position to another position in a higher pay grade), vacancies will be filled according to the rules, policies and procedures of the Bettendorf Civil Service Commission.
- d. Vacancies in non-civil service positions shall be filled by the Employer by selection of the best qualified applicant and, if qualifications are equal, by selection of the most senior applicant. In the absence of qualified employees, the City may hire from the outside.
- e. Upon request of the Personnel Office, employees shall be furnished a list of civil service positions.
- f. The City shall post on all bulletin boards seven (7) working days in advance, notice of any civil service eligibility examinations.

Section 2 Trial Period

A promoted or transferred employee shall be granted a thirty (30) day trial period to determine his/her ability to perform the job and their desire to remain on the job. Within the trial period, the employee shall have the right to revert to his/her previous position. If, in the opinion of the Employer, the employee is unsatisfactory in the new position, and the employee must revert back to their previous position. Reasons for the action, in writing, will be provided the employee and the Union.

This Section does not apply in transfers that resulted due to lay-off procedures.

Section 3 Pay Upon Transfer

When an employee is transferred, or initiates a transfer to a lateral or promotional position, defined as positions with equivalent or higher pay grades or when an employee reverts to a lower pay grade because of employer layoffs, the employee will receive the rate of pay in the new classification appropriate to his/her City seniority, or his/her present rate, whichever is higher. When an employee initiates a transfer to a lower pay grade, the employee will receive the rate of pay in the new classifications appropriate to his/her City seniority in that classification.

Section 4 – Daily Transfers

In the event that solid waste division has a vacancy or has absent employees, daily fill-ins in solid waste shall be done by selecting employees in the same pay grade in inverse order of city seniority, from a combined pool consisting of all employees in the following divisions :

Street, Sewer, Sign, and Stormwater

In the event that all solid waste daily fill-ins cannot be accomplished using fill-ins from the same pay grade in the above cited pool, the same selection process and pool shall be utilized in progressively higher pay grades until all solid waste daily fill-ins are accomplished.

The work done by the person transferred into the division shall be at the discretion of the individual in charge of the solid waste division at the time of transfer.

ARTICLE 13
Training and Education

If the Employer or the State of Iowa requires an employee to participate in training sessions, the Employer shall pay all tuition costs and registration fees and shall compensate the employee for work hours and for travel time at his/her straight time hourly rate. The Employer shall either furnish a car or pay mileage expenses, if the employee is required to travel more than fifty (50) miles to attend training sessions. The Employer shall pay meal and lodging expenses when appropriate in accordance with the travel rules and regulations of the City.

ARTICLE 14
City Property

An employee leaving the service of the Employer, whether through resignation, retirement, layoff or discharge, is responsible for returning any City property which he/she may have in his/her possession. Failure to return City property may result in the employee's final check being held up with a deduction being made for the value of the property.

ARTICLE 15 Sick Leave

Section 1 Short/Long Term Illness

Employees covered by this Agreement shall be entitled to sick leave with pay at the rate prescribed in this Article. Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be allowed only as outlined in this article. In order to receive compensation while absent on sick leave, the employee shall notify the department head or his/her designee prior to the time set for beginning his/her daily workday. If such notification is not forthcoming, the employee shall be considered absent without leave. If any employee becomes ill after starting his workday and it is determined by his supervisor that the employee cannot perform his work duties, the employee shall be entitled to sick leave with pay for the remainder of the workday.

Section 2 Sick Leave Accrual

Employees who work forty hours (40) per week shall be entitled to accrue 3.077 hours of sick leave per pay period, with a maximum accumulation of eighty (80) hours per calendar year. Probationary employees (0-6 months of service) shall be eligible to use sick leave benefits as they are accrued during the probationary period. Maximum accrual of sick leave shall be nine hundred sixty (960) hours of sick leave under this Section. Employees working thirty to thirty-nine (30-39) hours per week shall be credited with 2.769 hours of sick leave per pay period, with maximum accumulation of seventy-two (72) hours per year. Employees working twenty to twenty-nine (20-29) hours per week shall be credited with 1.5385 hours of sick leave per pay period, with maximum accumulation of forty (40) hours per year.

Of the hours accrued above, each fiscal year an employee may designate 8 hours if working 40 hours per week, 6 hours if working 30-39 hours per week, or 4 hours if working 20-29 hours per week, as "personal leave" hours. Personal leave hours may be used for any purpose, but shall be charged as sick leave usage. Personal leave hours shall not be used in less than the one-half blocks listed above. Personal leave shall be requested at least 24 hours in advance, and shall be granted subject to departmental staffing needs.

Section 3 Conversion to Accrual System

Deleted

Section 4 Use of Sick Leave

- a. An employee may with the authorization of the immediate supervisor or Department Head use accumulated sick leave for absences necessitated by injury or illness of the employee; required medical, dental or ocular treatment or examination, which cannot be scheduled during non-working hours; or for emergency situations involving less than eight (8) hours use, or exposure to contagious disease if determined by a physician or health officer. Any employee may with the authorization of the Department Head use accumulated sick leave for absences necessitated by death, serious illness, or injuries of the immediate family (spouse, child or relatives living in the employee's household) and birth of an employee's child. Such leave of absence shall not exceed seven (7) days. The departmental policy on use of sick leave for serious family illness is hereby recognized and acknowledged as if contained herein.
- b. Except as hereinafter described, an employee injured while performing his/her assigned duties is entitled to occupational injury leave and shall receive benefits in accord with the Worker's Compensation Act.

However, an employee may use up to three (3) days sick leave per occurrence for any work-related injury or illness necessitating up to three (3) days absence from work. Additionally, during the time frame from the period of injury or illness until the time that the worker's comp carrier determines the employee to be suffering from a work-related injury or illness, the employee may use available sick leave.

In the event the worker's compensation carrier later reimburses the employee for any or all of the period of sick leave usage due to the work-related injury or illness, the employee shall forward such funds to the City, and the City shall credit the employee's sick leave balance with 66% of the sick leave used during that period.

If the employee fails to forward such funds, the City shall have the right to recover such reimbursement from any funds then owed the employee.

In the event the injury or illness is determined by the worker's compensation carrier to be non-job related, the employee may use accrued sick leave pursuant the terms of this collective bargaining agreement.

Nothing contained herein shall restrict the right of the employee to pursue worker's comp; however, the denial of a claim for worker's comp shall not be subject to the grievance process of the collective bargaining contract.

- c. No employee on occupational injury leave shall receive a combination of Worker's Compensation and sick leave pay.
- d. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment by an employer other than the City of Bettendorf.

- e. Sick leave shall be deducted from available sick leave which has been accrued by the employee and shall be charged by actual hours used in hourly increments with a minimum of one-half (1/2 hour).
- f. An employee who has exhausted all of his/her sick leave may then elect to use any vacation or comp leave to which he/she is entitled for sick leave purposes.
- g. No such leave with pay shall be granted to an employee in anticipation of future service.
- h. Sick leave payments are based on the straight time earnings of the employee at the time such leave is taken. However, if as a result of a general wage increase or job reclassification, the rate of the employee's position is increased during his/her sick leave absence, the higher rate will be used in computing the balance of his/her sick leave payments.
- i. Authorized holidays occurring within a period of sick leave, for which an employee is normally not required to work and for which he/she normally receives holiday pay, will not be counted as work days in computing sick leave.
- j. The accrued sick leave of an employee whose service with the City is terminated by reasons of quit, discharge, or resignation shall be canceled by such action.

Section 5 Proof of Illness

- A. In order to be eligible for sick leave with pay and in order to receive compensation while absent on sick leave, an employee shall:
 - 1. Notify his/her supervisor or Department Head as to the reason for absence, pursuant Article 15, Section One.
 - 2. Keep his/her supervisor or Department Head informed of his/her condition.
 - 3. Upon return to work, submit a written physician's excuse for absences of three (3) days duration or longer, and may be required after a shorter absence if sick leave abuse is reasonably suspected. The excuse must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.
 - 4. Where a question exists as to the returning fitness or sick leave abuse, the employee shall be required to be examined by the City's doctor to substantiate the illness or injury. The required doctor's visit shall be arranged and paid for by the City.
- B. Absences due to sick leave usage shall be recorded on the appropriate form, signed by the employee and supervisor when necessary.

Section 6 Short Term Disability

The City shall make available to each employee the opportunity to purchase short-term disability insurance at the employee's cost, in amounts and benefit levels of their choosing. The minimum number of plan participants as required by the carrier has to be met in order for the coverage to be offered.

The terms and conditions of this short-term disability are more particularly described in the explanation of benefits and cost distributed to each employee herewith.

Section 7 Long Term Disability

The City shall provide each employee with long term disability insurance at no cost to the employee. Such long term disability benefits providing sixty (60%) percent of salary shall commence one hundred twenty (120) calendar days after non-duty disability or illness. The terms and conditions of this long term disability insurance are more particularly described in the explanation of benefits distributed to each employee herewith.

Section 8 Annual Buy-Back Option

On or about the end of the last pay period in November of each calendar year, the City will calculate the employee's accrued and unused sick leave over the prior twelve (12) months. At the employee's option, the employee may exchange up to twenty (20%) percent of such hours for pay. Payment shall be made with the second paycheck in December.

Section 9 Separation from Employment

Upon termination of employment from the City's service, all sick leave shall be canceled. Remuneration for unused sick leave during any year and/or at termination with the City of Bettendorf will not be allowed. Sick leave shall not accrue when on leave without pay. If any employee is laid off from his position for reasons that are not attributable to him and if reappointed within twelve (12) months, he may have available for his necessary use any unused sick leave existing at the time of his lay off.

ARTICLE 16 Leaves of Absence

Section 1 Requests for Leave

Any requests for leaves of absence shall be submitted in writing by the employee. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Such requests shall be made as far in advance as is reasonably possible of the desired leave. A prompt answer to the request for leave of absence shall be furnished to the employee by the Department Head and shall be in writing.

Leaves shall be granted in accordance with the following sections. Any requested unpaid leave not addressed herein may be granted at the employer's discretion.

Section 2 Court Leave

If an employee, who is not a party to an action, is subpoenaed to appear in court to testify, the employee shall be released from work without loss of pay for the time spent testifying, provided that the employee produces proof of the subpoena and presents a signed statement as to the hours he spent in court. The employee subpoenaed must reimburse the Employer for the witness fees paid to him.

Section 3 Military Leave

Military leaves of absence shall be granted in compliance with Federal and State law. Employees who are members of the National Guard, Organized Reserves, or any component part of the military, Naval, Air Force or Nurse Corps of this State or Nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall when ordered by proper authority to active State or Federal service be entitled to a leave of absence for a period of such active service without loss of status or efficiency rating and without loss of pay during the first thirty (30) calendar days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence.

Section 4 Maternity Leave

A request for maternity leave should be made to the employee's Supervisor as far in advance as possible and should be accompanied by a statement from the doctor stating approximate date of delivery, and estimated return to work date. The City will treat a request for maternity leave as a request for extended sick leave.

During the time that the doctor says the employee is unable to work, accrued sick leave may be used. After accrued sick leave is used, the employee may choose to use any available vacation leave. After exhausting sick leave and vacation leave, leave without pay may be requested. No leave shall be granted in excess of the time medically necessary to be away from work.

In order for health benefits to continue during a leave of absence, employees will be eligible for C.O.B.R.A. coverage, see City of Bettendorf Health Plan Book for details.

Section 5 Funeral Leave

As necessary, employees will be excused for up to three (3) workdays, including travel time, without loss of pay, in order to attend the funeral of an employee's mother-in-law or father-in-law, son-in-law or daughter-in-law, grandparent, grandchild, aunts of the employee or spouse, and uncles of the employee or spouse, nieces of the employee or spouse, and nephews of the employee or spouse. In the case of a death in the immediate family, defined as an employee's parent, spouse, child, brother or sister, legal ward, or resident family member of the employee's immediate household, bereavement leave of up to five (5) working days will be allowed, including travel time, without loss of pay, to attend to funeral arrangements, comfort the immediate family and attend the funeral. Employees shall be allowed one working day off, including travel time, without loss of pay, in order to attend the funeral of friends or other family members. An extension of up to two (2) additional days of bereavement leave may be granted at the discretion of the Department Head in extenuating circumstances and for good cause shown.

An employee may be required to submit documentation of the need for bereavement leave.

Section 6 Medical Leave

Employees who have exhausted their sick leave benefits may be eligible for up to a twelve (12) week per year unpaid leave of absence pursuant the Family Medical Leave Act. After exhaustion of the above, or after an employee attempts to be granted and is denied the above, the employee shall be granted an additional unpaid medical leave of absence of up to six months.

Section 7 Jury Duty

An employee who is called or required to serve on a jury during his/her scheduled work hours shall be paid the difference between his/her jury fees and his/her straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible employee shall present proof of call or service and must report immediately for work if he/she is discharged from the jury before the end of his/her scheduled hours of work.

Section 8 Civic Duty

Employees elected to any political or legislative government office may request a leave of absence for a period necessary to fulfill their civic responsibility and shall be granted such leave without pay.

Section 9 Return From Leave

Employees shall not accrue seniority during an unpaid leave in excess of ninety (90) days. An employee returning from a leave shall be placed in the same classification as was held prior to the leave.

Section 10 Voting Time

Employees whose work schedules are such that they are provided less than two (2) consecutive hours outside scheduled work hours while polls are open will be provided leave time for voting in national, state and local elections. Voting leave must be scheduled with the employee's supervisor.

Section 11 Insurance Benefits

The Employer shall continue to provide such insurance coverage as is ordinarily provided the employee when the employee is on a paid leave or an unpaid leave of less than 30 days. Employees on unpaid leave in excess of 30 days may participate in the insurance plan by paying the cost thereof.

Section 12 Union Conferences and Meetings

An employee shall be allowed time off, without pay, in order to attend two Union conferences or meetings per fiscal year, unless such absences would interfere with the normal operation of the Employer.

Section 13 Volunteer Fire Department Service

City employees who are members of the Bettendorf Volunteer Fire Department shall be allowed time off with pay when they are called out during working hours by the Fire Department.

Section 14 Employee Assistance Program Leave

Employees who desire to participate in employee assistance programs requiring attendance at functions during normal working hours, shall be granted an unpaid leave of absence for the duration of the program.

ARTICLE 17 Holidays

Section 1 Holidays

The following days shall be recognized as holidays for employees:

New Year's Day
Thanksgiving Day
Friday After Thanksgiving
Good Friday
Memorial Day
Independence Day
President's Day
Labor Day
Veteran's Day
Christmas Day
Martin Luther King Jr's Birthday

If a holiday occurs on a Saturday, it shall be observed on Friday. If a holiday occurs on a Sunday, it shall be observed on Monday.

Section 2 Eligibility

In order to be eligible for holiday pay, the employee must work or be paid for the full scheduled working days immediately preceding and immediately following the day observed as a holiday unless the employee is excused in writing by his/her immediate supervisor with a copy to the employee. An employee on layoff or suspension or on unpaid leave of absence over a holiday shall not be eligible for holiday pay.

Section 3 Holiday Pay

Eligible employees who perform no work on a holiday shall be paid eight (8) hours at their regular hourly rate of pay unless their regular work day is more or less than eight (8) hours, in which case the employee will receive their regular rate of hourly pay for the hours they normally work.

Section 4 Work on a Holiday

Employees who work on a holiday will be paid, in addition to their holiday pay, time and one-half their regular hourly rate of pay for all hours worked.

Any employee required to work on Christmas Day or Thanksgiving Day (defined as the time from midnight to midnight on such days), shall, in addition to the pay described herein, receive hour for hour snow time for so long as the employee is required to work. (For example, if an employee is required to work from 11:00 p.m. on Christmas Eve to 3:00 a.m. on Christmas Day, the employee would accrue three hours snow time in addition to the pay described above.)

ARTICLE 18 Vacations

Section 1 Amount of Vacation

Employees regularly working twenty (20) hours per week or more shall accrue vacations on a bi-weekly basis and shall receive vacations according to the following schedule:

Years of Service	0-4	5-9	10-19	20+
Employees working 40 hours per week	3.076 hrs.	4.615	6.152	7.682
Employees working at least 30 but less than 40 hours per week	2.307 hrs.	3.461	4.614	5.769
Employees working at least 20 but less than 30 hours per week	1.538 hrs.	2.307	3.076	3.846

Section 2 Accrual

Employees shall accrue vacations from date of hire, provided they successfully complete their probationary period. No employee may accrue more than 300 hours of vacation. Accrued, unused vacation shall be paid at an employee's termination of employment.

Section 3 Vacation Scheduling

Employees are encouraged to submit vacation requests to the City at least sixty (60) days in advance. Vacations of street and sanitation employees must be taken between April 1 and November 14, except as provided in (and subject to) Article 10, Section 6. Vacation requests submitted with less than sixty (60) days notice will be granted on a first come, first served basis. Vacation requests made on sixty (60) days notice will be granted by order of seniority, with the City reserving the right to limit the number of employees on vacation at any time to maintain operational efficiency. Vacation shall be taken in no less than one (1) hour increments.

Section 4 Work During Vacation

In the event an employee performs work during the vacation period, the employee will be paid time and one-half the employee's regular hourly rate for all hours worked and shall be permitted to reschedule his/her vacation to another mutually agreeable time.

Section 5 Holidays During Vacation

In the event a paid holiday falls during an employee's vacation period, said holiday will not be charged against employee's vacation time.

Section 6 Paid Leaves During Vacation

In the event an employee becomes eligible for and applies for any other paid leave provided by this Agreement during the Employee's vacation period, such time will be charged to the appropriate leave and the employee's vacation time will be restored accordingly. In the case of sick leave the employee must produce evidence of a hospital stay due to a serious illness or injury, or a physician ordered quarantine of the employee or a member of the employee's immediate family.

ARTICLE 19

Insurance

Section 1 Health Insurance Programs

The City currently provides health insurance to its employees through a self-insured program with individual and aggregate stop loss provisions, and a third party administrator.

A copy of the Plan documents dated July 1, 2003, has been provided to the Union and is available for review by any employee. Further, the City agrees that it will not vary the plan parameters as they exist on July 1, 2003, in such a way as to increase the cost of health care of shift costs currently paid under the plan to the employee. The factors affecting UCR shall not be adjusted to the detriment of the employee during the term of this agreement. The geographic location for determining UCR rates shall include all of Scott County.

Effective 7/01/06, employees electing single health insurance coverage shall pay \$15 per month, and employees electing family health insurance coverage shall pay \$25 per month.

For the duration of this contract, adjustments have been made in the following areas:

- a) The deductible is \$150 for single coverage and \$300 for family coverage.
- b) The out-of-pocket maximum is \$350 for single coverage and \$600 for family coverage.
- c) In-network services will be covered at 80% after the deductible is met. Out-of-Network services will be covered at 70% after the deductible is met. Our PPO Network Providers are Genesis, Trinity and Iowa Health Networks.
- d) Under the prescription drug plan, all prescriptions will be filled on a generic drug first basis unless no generic equivalent is available. If a generic equivalent is available and a name brand drug is chosen in its place, there will be a \$20 penalty assessed. The \$20 penalty will not apply if a medical professional specifies "brand name only". This penalty will not be credited to the deductible or the out-of-pocket maximum.
- e) There will be a limit of 24 chiropractic visits per year per person covered under the plan, after which a physician's review will be necessary to have additional visits past the yearly limit covered.
- f) Each person covered under the plan will be allowed one emergency room visit per plan year. This limit will not apply if the emergency room visit is from a physician's referral. This visit will be subject to deductible and coinsurance charges. A second visit to the emergency room will result on a co-pay of \$50. This co-pay will not be credited to the deductible or the out of pocket maximum. The \$50 co-pay may be appealed to a City committee appointed by the City Administrator.
- g) The City will use independent case management for major surgeries and procedures. These case managers will not deny treatment only follow the claim to insure property handling.

No adjustment to the benefits provided in either L.T. Disability or Life Insurance plan documents shall be made during the course of this agreement.

Both union and employer acknowledge the cost of such insurance continues to increase.

Coverage under the Family Health Plan shall be limited to the employee, the employee's spouse, dependent children as defined under Internal Revenue Service Regulations and persons required to be covered by the employer pursuant a court decree.

Part time employees, working at least 30 but less than 40 hours per week, shall pay 25% of the monthly cost of such coverage; employees working less than 30 hours who were appended into this unit in September 1992, shall continue to receive insurance at a 50% cost share; however, the plan benefit for such employees shall be as described herein.

- a) The insurance program shall be composed of medical, dental, disability and life insurance in such amounts and with such conditions as are specified in the plan documents as presented to the union on or before July 1, 2003.
- b) Orthodontic insurance is provided in such amounts with such conditions as are specified in the plan documents attached hereto. Any employee desiring such coverage shall pay, in addition to the sums specified above, \$15 per month.
- c) The employer shall, consistent with Federal Law, establish a Section 125 Plan, for use by the employees. Any employee using such plan may do so with no fee for administrative costs.
- d) Employees working 30 hours per week or less will not be given life insurance or long term disability insurance benefits.
- e) The employer shall provide one pair of safety glasses to each employee of the unit who is required to wear safety glasses on the job either by OSHA requirements or by the department head. The glasses will be replaced when broken or when the employee's prescription changes. The employer retains the right to select vendors and models of safety glasses.
- f) The employer shall provide vision coverage that generally consists of the following:
 - . Vision exams for employee and dependents up to \$75 per exam, per every other fiscal year with deductible waived.
 - . Frames and corrective lenses for employees and dependents, up to \$200 per covered individual, per every other fiscal year with deductible waived.
 - . No premium share or co-pay during the terms of this contract.

This provision in no way sets a precedent for employee premium share for future negotiations. If costs of providing the vision coverage exceed \$62,100 for any year during this contract, some change such as addition of co-pay, deductibles, or other cost saving measures may be negotiated during the next contract.

If the employee is required to wear safety glasses per Article 19, Section 1(e) and the employee chooses to wear the safety glasses provided by the City as their primary personal glasses, this provision supercedes the aforementioned section.

Section 2 Insurance Continuation

The Employer, as required by federal and state law, will permit continuation of insurance benefits at the expense of the employee or dependent.

Section 3 Insurance Administration

The Employer will provide each employee with a detailed description of insurance benefits and identification card, and shall seek third party administrators who shall promptly and fairly respond to employee claims.

ARTICLE 20 Health and Safety

Section 1 Accommodations and Equipment

The Employer shall provide and maintain all buildings, grounds, and equipment in accordance with applicable health and safety standards. The employee shall notify the Employer of all conditions which appear or are unsafe, hazardous, or detrimental to the efficient operation of the City's functions.

Section 2 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with applicable State and Federal regulations.

Section 3 Safety Committee

A committee composed of one representative designated by the Bettendorf Professional Fire Fighters Association, the Bettendorf Police Officers Association, AFSCME Council 61 from the City's library unit, Council 61 from the City's general unit and three (3) representatives designated by the City Administrator shall meet on a quarterly basis to discuss health and safety issues and make recommendations to the Employer.

ARTICLE 21
Discipline and Discharge

- A. Disciplinary action or measures may include any of the following:
 - Oral reprimand
 - Written reprimand
 - Suspension
 - Discharge
- B. Disciplinary action may be imposed upon an employee for just cause. Any disciplinary action or measure imposed upon a non-probationary employee may be processed as grievance through the regular grievance procedure.
- C. If the Employer has reason to reprimand an employee, such discipline shall occur, to the extent possible, in a manner that will not cause undue embarrassment to the employee.
- D. Copies of all written disciplinary measures shall be provided the employee and union steward.
- E. Grievances over suspension or discharge may be initiated with the Department Head as provided in Step 2 of the Grievance and Arbitration Procedures.

ARTICLE 22

Savings Clause

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or an order or decree of judgment of any court having jurisdiction over the parties. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect and the parties shall, upon request of either party, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalidated provision.

ARTICLE 23
Period of Agreement

This Agreement shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2010. It shall be automatically renewed from year to year thereafter, unless terminated or modified as here-in-after provided. If either party desires to modify this Agreement, it shall submit written notice to the other before September 15, 2005, of its desire to begin negotiations. Negotiations shall then occur at such times as are mutually agreeable in accordance with procedures under the Iowa Public Employment Relations Act.

THIS AGREEMENT is executed as of 6-16-06 to become effective as of the day and year first above written by the duly authorized representative of the parties.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 61

CITY OF BETTENDORF, IOWA

By James A. Glunz

By Decker P. Beach

By Ron E. Sepeck

By Kathleen H. Estre

By Paul S. Smith

By Melvin L. Bates

By Lore L. Stock

By _____

By Ty Anthony

City of Bettendorf							
Part-Time, Seasonal and Temporary Pay Schedule							
Level I		Level II		Level III		Level IV	
Arts Instructor I	P/S	Arts Instructor II	P/S	Substitute Bus Driver	P	Deaf Services Assistant	P
Custodian	P	Library Clerk	P	Inspector II	S	Inspector III	S
Page	P/S	Draftsperson/Surveyor	S	Engineering Aide II	S		
Laborer I	S	Inspector I	S	Recreation Program Manager	S		
Clerk	P/S	Engineering Aide I	S	Recreation Instructor III	S		
Recreation Instructor I	S	Laborer II	S				
Recreation Worker I	S	Mechanics Helper	T/P				
Gameworker	S	Floor Manager	P				
Greenskeeper	S	Cultural Arts Worker	T				
Groundskeeper	S	Recreation Program Leader	S				
Starter	S	Recreation Instructor II	S				
Ranger	S	Recreation Worker II	S/P				
Lifeguard	S	Seasonal Equipment Operator	S				
		Lead Lifeguard	S				
Exceptions:							
Outsource the Shelter Worker job. Too few hours worked for the city to have on its books.							
Cultural Arts Instructor (Master Artisan) - contracted for programs.							
Family Museum:		Temporary Gallery Coordinator - Paid by Foundation Grant					
		Development Coordinator- Paid by the Foundation					
		Assistant Development Coordinator - Paid by the Foundation					
Captain Crossing Guard and Crossing Guard are paid by the shift.							
Directors Flag Football and Wrestling, Pool Manager and Pool Assistant Manager and Park District							
Band Director paid by the season a flat rate.							
Golf and Tennis Instructors -- Negotiated rate.							
P = Part time employee							
S = Seasonal employee							
T = Temporary employee							

FULL TIME WAGE SCALE

City of Bettendorf AFSCME Union Pay
Scale

FY
2006/07

3.

YEARS	110	111	112	113	114	115	116	117	118
ENTRY	10.2300	11.8490	13.9142	15.8823	16.4826	17.1523	17.7805	19.0225	19.5948
6MO	10.7417	12.4414	14.6104	16.6766	17.3064	18.0100	18.6695	20.0449	20.5726
1YR	11.2786	13.0635	15.3407	17.5100	18.1717	18.9103	19.6030	20.9723	21.6032
3YR	11.8425	13.7168	16.1077	18.3857	19.0805	19.8559	20.5833	22.0207	22.6834
5YR	12.4346	14.4027	16.9133	19.3051	20.0343	20.8487	21.6123	23.1218	23.8174
7YR	12.6834	14.6906	17.2512	19.6911	20.4351	21.2655	22.0445	23.5845	24.2939
9YR	12.9372	14.9843	17.5963	20.0851	20.8437	21.6908	22.4857	24.0562	24.7797
11YR	13.1960	15.2843	17.9482	20.4867	21.2608	22.1248	22.9353	24.5374	25.2754
13YR	13.4598	15.5899	18.3073	20.8964	21.6859	22.5675	23.3941	25.0280	25.7807
15YR	13.7291	15.9018	18.6734	21.3144	22.1198	23.0188	23.8620	25.5286	26.2967
17YR	14.0034	16.2198	19.0469	21.7407	22.5622	23.4789	24.3392	26.0391	26.8225
19YR	14.2836	16.5441	19.4279	22.1756	23.0134	23.9486	24.8270	26.5600	27.3589

Position		Grade			
Clerk (Life Fitness Center)		Level 2			
		1	2	3	4
Entry		7.0130	8.1817	9.6428	12.2726
May 1 following employment		7.3636	8.5908	10.1249	12.8863
May 1 following step issue		7.7318	9.0203	10.6312	13.5307
May 1 following step above		8.0410	9.3813	11.0563	14.0719
May 1 following step above		8.3627	9.7564	11.4987	14.6349
May 1 following step above		8.6973	10.1466	11.9586	15.2201
May 1 following step above		9.0450	10.5524	12.4370	15.8289

City of Bettendorf AFSCME Union Pay
Scale

FY
2007/08

3.

YEARS	110	111	112	113	114	115	116	117	118
ENTRY	10.5369	12.2045	14.3316	16.3588	16.9771	17.6669	18.3139	19.5932	20.1826
6MO	11.0640	12.8146	15.0487	17.1769	17.8256	18.5503	19.2296	20.6462	21.1898
1YR	11.6170	13.4554	15.8009	18.0353	18.7169	19.4776	20.1911	21.6015	22.2513
3YR	12.1978	14.1283	16.5909	18.9373	19.6529	20.4516	21.2008	22.6813	23.3639
5YR	12.8076	14.8348	17.4207	19.8843	20.6353	21.4742	22.2607	23.8155	24.5319
7YR	13.0639	15.1313	17.7687	20.2818	21.0482	21.9035	22.7058	24.2920	25.0227
9YR	13.3253	15.4338	18.1242	20.6877	21.4690	22.3415	23.1603	24.7779	25.5231
11YR	13.5919	15.7428	18.4866	21.1013	21.8986	22.7885	23.6234	25.2735	26.0337
13YR	13.8636	16.0576	18.8565	21.5233	22.3365	23.2445	24.0959	25.7788	26.5541
15YR	14.1410	16.3789	19.2336	21.9538	22.7834	23.7094	24.5779	26.2945	27.0856
17YR	14.4235	16.7064	19.6183	22.3929	23.2391	24.1833	25.0694	26.8203	27.6272
19YR	14.7121	17.0404	20.0107	22.8409	23.7038	24.6671	25.5718	27.3568	28.1797
Position									
Grade									
Clerk (Life Fitness Center) Level 2									
			1	2	3	4			
Entry			7.2234	8.4272	9.9321	12.6408			
May 1 following employment			7.5845	8.8485	10.4286	13.2729			
May 1 following step issue			7.9638	9.2909	10.9501	13.9366			
May 1 following step above			8.2822	9.6627	11.3880	14.4941			
May 1 following step above			8.6136	10.0491	11.8437	15.0739			
May 1 following step above			8.9582	10.4510	12.3174	15.6767			
May 1 following step above			9.3164	10.8690	12.8101	16.3038			

City of Bettendorf AFSCME Union Pay
Scale

FY
2008/09

3.

YEARS	110	111	112	113	114	115	116	117	118
ENTRY	10.8530	12.5706	14.7615	16.8496	17.4864	18.1969	18.8633	20.1810	20.7881
6MO	11.3959	13.1990	15.5002	17.6922	18.3604	19.1068	19.8065	21.2656	21.8255
1YR	11.9655	13.8591	16.2749	18.5764	19.2784	20.0619	20.7968	22.2495	22.9188
3YR	12.5637	14.5521	17.0886	19.5054	20.2425	21.0651	21.8368	23.3617	24.0648
5YR	13.1918	15.2798	17.9433	20.4808	21.2544	22.1184	22.9285	24.5300	25.2679
7YR	13.4558	15.5852	18.3018	20.8903	21.6796	22.5606	23.3870	25.0208	25.7734
9YR	13.7251	15.8968	18.6679	21.3083	22.1131	23.0117	23.8551	25.5212	26.2888
11YR	13.9997	16.2151	19.0412	21.7343	22.5556	23.4722	24.3321	26.0317	26.8147
13YR	14.2795	16.5393	19.4222	22.1690	23.0066	23.9418	24.8188	26.5522	27.3507
15YR	14.5652	16.8703	19.8106	22.6124	23.4669	24.4207	25.3152	27.0833	27.8982
17YR	14.8562	17.2076	20.2068	23.0647	23.9363	24.9088	25.8215	27.6249	28.4560
19YR	15.1535	17.5516	20.6110	23.5261	24.4149	25.4071	26.3390	28.1775	29.0251

Position		Grade			
Clerk (Life Fitness Center)		Level 2			
		1	2	3	4
Entry		7.4401	8.6800	10.2301	13.0200
May 1 following employment		7.8120	9.1140	10.7415	13.6711
May 1 following step issue		8.2027	9.5696	11.2786	14.3547
May 1 following step above		8.5307	9.9526	11.7296	14.9289
May 1 following step above		8.8720	10.3506	12.1990	15.5261
May 1 following step above		9.2269	10.7645	12.6869	16.1470
May 1 following step above		9.5959	11.1951	13.1944	16.7929

City of Bettendorf AFSCME Union Pay
Scale

FY
2009/10

4.

YEARS	110	111	112	113	114	115	116	117	118
ENTRY	11.2871	13.0734	15.3520	17.5236	18.1859	18.9248	19.6178	20.9882	21.6196
6MO	11.8517	13.7270	16.1202	18.3999	19.0948	19.8711	20.5988	22.1162	22.6985
1YR	12.4441	14.4135	16.9259	19.3195	20.0495	20.8644	21.6287	23.1395	23.8356
3YR	13.0662	15.1342	17.7721	20.2856	21.0522	21.9077	22.7103	24.2962	25.0274
5YR	13.7195	15.8910	18.6610	21.3000	22.1046	23.0031	23.8456	25.5112	26.2786
7YR	13.9940	16.2086	19.0339	21.7259	22.5468	23.4630	24.3225	26.0216	26.8043
9YR	14.2741	16.5327	19.4146	22.1606	22.9976	23.9322	24.8093	26.5420	27.3404
11YR	14.5597	16.8637	19.8028	22.6037	23.4578	24.4111	25.3054	27.0730	27.8873
13YR	14.8507	17.2009	20.1991	23.0558	23.9269	24.8995	25.8116	27.6143	28.4447
15YR	15.1478	17.5451	20.6030	23.5169	24.4056	25.3975	26.3278	28.1666	29.0141
17YR	15.4504	17.8959	21.0151	23.9873	24.8938	25.9052	26.8544	28.7299	29.5942
19YR	15.7596	18.2537	21.4354	24.4671	25.3915	26.4234	27.3926	29.3046	30.1861

Position		Grade			
Clerk (Life Fitness Center)		Level 2			
		1	2	3	4
Entry		7.7377	9.0272	10.6393	13.5408
May 1 following employment		8.1245	9.4786	11.1712	14.2179
May 1 following step issue		8.5308	9.9524	11.7297	14.9289
May 1 following step above		8.8719	10.3507	12.1988	15.5261
May 1 following step above		9.2269	10.7646	12.6870	16.1471
May 1 following step above		9.5960	11.1951	13.1944	16.7929
May 1 following step above		9.9797	11.6429	13.7222	17.4646

Letter of Understanding

The City and the collective bargaining unit shall meet outside the formal negotiation process with a goal of integrating the vision, mission and core belief statements into the employee evaluation document.

The modifications are intended to integrate into the evaluation the factors developed by the employees working in conjunction with Gale Mote which the employees believe demonstrate commitment to and exemplify the integration of the mission, vision, and core belief statements into the job performed by the employee.

It is intended the employee groups will finish their work, and the integration into the employee evaluations be complete by June 30, 2006. If the parties cannot agree by June 30, 2006, the existing employee evaluation form will remain in effect. All meetings will be held during employee working hours and up to six bargaining unit employees may attend in pay status."